

CITY OF LINCOLN/LANCASTER COUNTY  
**CONTRACT AWARD NOTIFICATION**  
**SPECIFICATION NO.06-187**  
**SEASONAL REQUIREMENTS FOR ADDITIONAL**  
**HAULING SERVICES FOR SNOW REMOVAL**

**DATE:** September 15, 2006

**CONTRACT PERIOD:** Winter Season 2006-2007

**CONTRACTOR:** James Enterprise  
70000 Whitewater Lane  
Lincoln, NE 68521

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7416**

**Company Representative:** James C. James, Jr.  
**Telephone No.:** 402-432-6740  
**FAX No.:** 402-742-9113  
**E-Mail Address:** jamesenterprise@alltel.net

---

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**AS PER BID AND SPECIFICATION**  
**AT \$70.00 AN HOUR**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #077283  
Dated:9-12-06

**SEASONAL REQUIREMENTS FOR ADDITIONAL HAULING SERVICES  
FOR SNOW REMOVAL  
SPECIFICATION NO. 06-187  
CONTRACT AGREEMENT**

**COPY**

THIS AGREEMENT, made this 12<sup>th</sup> day of Sept., 2006, by and between James Enterprise, 7000 Whitewater Lane, Lincoln, NE 68521, hereinafter referred to a Contractor, and CITY OF LINCOLN, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City has full responsibility and control over all City streets and all matters pertaining thereto; and

WHEREAS, from time to time the City's resources are insufficient to accomplish snow removal in a timely manner, it is then necessary to acquire additional resources for the purpose of snow removal from City streets.

WHEREAS, it is the purpose of this Contract to provide for the Contractor to perform snow removal services for the City.

NOW, THEREFORE, WITNESSETH, that:

1. The Contractor hereby agrees to perform snow removal services as hereinafter set forth during the 2006-07 winter season beginning on or about November 15, 2006 and ending on or about March 15, 2007.
2. The Contractor shall furnish hauler(s) for such purpose that meet or exceed the following specifications:
  - 2.1 GVW RATING: Not less than 44,000 lbs.
  - 2.2 AXLES: Must be tandem rear.
    - 2.2.1 If truck capacity warrants additional rear axles, the Contractor is expected to have the trucks so equipped.
  - 2.3 CAB: Fully enclosed, with all glass in place and in good condition, heater and defroster, windshield wipers and right and left side mirrors with a minimum size of 60 square inches.
  - 2.4 LIGHTS: All lights required by the Federal Motor Vehicle Safety Standards, Section 108.
  - 2.5 FUEL TANKS: Not less than 50 gallons capacity.
  - 2.6 DUMP BODIES: Shall not be less than 18 cubic yard water level capacity (including side extensions), aluminum or steel construction, hydraulic lift and with a cab controlled tailgate release or a mechanical release located just behind the driver's door.
    - 2.6.1 Side extensions shall be constructed of wood or metal and shall not extend side height above the top of the tailgate.

**EQUIPMENT TO BE USED**

Vehicle No.	Model No.	Year	Per Hour
1 - Truck #1	379	1993	\$70.00
2 - Truck #2	Classic	1999	\$70.00

- 2.7 GENERAL INFORMATION:
  - 2.7.1 All truck(s) must meet or exceed the above minimum specifications.
  - 2.7.2 All truck(s) must be well maintained and in good condition to ensure reliability.
    - 2.7.2.1 If, in the opinion of the Public Works Department's Fleet Manager, truck(s) do not meet this criteria, they will not be used for snow hauling until the Contractor has corrected the deficiencies sufficiently to ensure reliability.
  - 2.7.3 All truck(s) must comply with all current provisions of the National Traffic and Motor Vehicle Safety Act and all State of Nebraska vehicle laws and weight requirements.
- 2.8 Contractor shall be responsible for all fuels, lubricants, repairs and maintenance of truck(s).

3. The contractor is an independent contractor, and neither the Contractor nor his employees or agents shall be considered for any purpose to be employees of the City.
  - 3.1 Contractor shall be expected to provide the truck(s) continuously from the beginning of the operation until the operation is terminated by the City of Lincoln.
  - 3.2 Hauler shall employ sufficient operator(s) to provide for continuous around-the-clock operation.
  - 3.3 Hauler must be prepared to provide trucks(s) for hauling snow within 6 hours after being contacted by the Director of Public Works or his representative.
  - 3.4 No minimum or maximum hours of work are assured.
4. **The Contractor shall provide general liability insurance in the amount of \$1,000,000.00 combined single limit for property damage and personal injury with a \$2,000,000 aggregate.**
  - 4.1 An Insurance Certificate of Accord issued from the Insurance Carrier shall be sent to the City Purchasing Dept. before a contract will be issued.
  - 4.2 The Certificate must show the time duration of the policy, including the policy's starting and ending date, and list the City of Lincoln as "additional insured".
  - 4.3 The policy shall insure the City from any and all demands, claims, causes of action, either at law or in equity, resulting from the use of said equipment.
  - 4.4 The Contractor agrees to indemnify and save harmless the City from any and all demands, claims, causes of action, either by law or in equity arising out of performance of snow removal services.
  - 4.5 The contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who performs any work under this Agreement.
  - 4.6 The Contractor shall provide the City with certification of such insurance subject to approval by the City Attorney.
5. Operator(s) shall be fully trained in the operation of the truck and licensed to operate said vehicle in accordance with State and Federal Law.
6. Truck(s) shall be operated in a safe and courteous manner, and in compliance with all Federal, State and local traffic laws.
7. Contractor shall notify the City of Lincoln of any mechanical failure to the truck(s) that prevent its use for hauling snow.
  - 7.1 As soon as the mechanical failure is repaired, Contractor shall notify the City of Lincoln that the truck(s) is available again.
  - 7.2 No hourly rate of payment shall be made to the Contractor for his maintenance and repair during this "downtime" and the hourly rate will not resume until the equipment is back in use in the field.
8. **Dump Body Capacity AND BID EVALUATION.**
  - 8.1 Bids will be evaluated on the basis of the cost per cubic yard per hour and the size of the dump box, to determine the best value for the City.
  - 8.2 The cubic yard capacity shall be calculated on inside dimensions.
    - 8.2.1 Loss due to floor to side radius and hydraulic cylinder cover shall not be deducted from lease cubic yard capacity.
  - 8.3 The City of Lincoln reserves the right to request any or all vehicles bid to be delivered to the Public Works Garage, 901 North 10th Street, Lincoln, NE, for cubic yard capacity verification.
  - 8.4 Failure to respond to verification or error in measurement by the contractor may be grounds for rejection of bid or termination of the contract.
  - 8.5 Calculation shall be accomplished by dividing the hourly rate for the truck by the cubic yard capacity of the box to determine the cost per cubic yard per hour.
  - 8.6 Bidders shall submit their bids on the attached Bid Proposal Form.
  - 8.7 More than one truck may be bid; however, each section of the Bid Proposal Form must be completed for each truck proposed.

9. It shall be understood that the City of Lincoln will not guarantee a minimum or maximum number of hours of work, but that the equipment and operator(s) shall stand ready to respond should they be called upon.
10. The hourly rate and cost per cubic yard per hour shall remain firm through the last snow removal operation.
11. All Trucks must be numbered and the truck number must be displayed on the exterior of the truck in a location visible from the street.
12. Similar capacity trucks may be substituted in service in the event of mechanical breakdown of primary trucks upon approval by the City's field supervisor.

Dated this 12<sup>th</sup> day of Sept., 2006.

ATTEST

Jean E. Ross  
CITY CLERK



CITY OF LINCOLN

Colleen J. Seung  
MAYOR

CONTRACTOR

James Enterprise  
Company Name

7000 Whitewater Ln. Lincoln, NE. 68521  
Company Address

James C. James  
AUTHORIZED SIGNATURE

# **PROPOSAL SPECIFICATION NO. 06-187**

**BID OPENING TIME: 12:00 NOON  
DATE: June 28, 2006**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

## **THE SEASONAL REQUIREMENTS FOR: ADDITIONAL HAULING SERVICES FOR SNOW REMOVAL**

### **BIDDING SCHEDULE**

The following equation shall be used for computing your bid: Dividing the hourly rate for the truck by the cubic yard capacity of the box to determine the cost per cubic yard per hour.

Hourly rate for providing truck and operator divided by the cubic yard capacity of the truck body results in the cost per cubic yard per hour:

VEHICLE NO. 1: YEAR: 1993 MAKE: Peterbilt MODEL: 379  
Truck No. : 1 LICENCE PLATE NO.: 90141 VEHICLE COLOR: Maroon  
TRUCK BODY I.D.: 192 "L X 86 "WX 60 " SIDE HEIGHT  
CU. YD. CAPACITY: 21.21 HOURLY RATE: \$ 70  
COST PER CUBIC YARD PER HOUR: \$ 3.30

VEHICLE NO. 2: YEAR: 1999 MAKE: Freightliner MODEL: Classic  
Truck No. : 2 LICENCE PLATE NO.: 31697 VEHICLE COLOR: Black  
TRUCK BODY I.D.: 192 "L X 86 "WX 70 " SIDE HEIGHT  
CU. YD. CAPACITY: 21.21 HOURLY RATE: \$ 70  
COST PER CUBIC YARD PER HOUR: \$ 3.30

VEHICLE NO. 3: YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_  
Truck No. : \_\_\_\_\_ LICENCE PLATE NO.: \_\_\_\_\_ VEHICLE COLOR: \_\_\_\_\_  
TRUCK BODY I.D.: \_\_\_\_\_ "L X \_\_\_\_\_ "WX \_\_\_\_\_ " SIDE HEIGHT  
CU. YD. CAPACITY: \_\_\_\_\_ HOURLY RATE: \$ \_\_\_\_\_  
COST PER CUBIC YARD PER HOUR: \$ \_\_\_\_\_

VEHICLE NO. 4: YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_  
Truck No. : \_\_\_\_\_ LICENCE PLATE NO.: \_\_\_\_\_ VEHICLE COLOR: \_\_\_\_\_  
TRUCK BODY I.D.: \_\_\_\_\_ "L X \_\_\_\_\_ "WX \_\_\_\_\_ " SIDE HEIGHT  
CU. YD. CAPACITY: \_\_\_\_\_ HOURLY RATE: \$ \_\_\_\_\_  
COST PER CUBIC YARD PER HOUR: \$ \_\_\_\_\_

VEHICLE NO. 5: YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_  
Truck No. : \_\_\_\_\_ LICENCE PLATE NO.: \_\_\_\_\_ VEHICLE COLOR: \_\_\_\_\_  
TRUCK BODY I.D.: \_\_\_\_\_ "L X \_\_\_\_\_ "WX \_\_\_\_\_ " SIDE HEIGHT  
CU. YD. CAPACITY: \_\_\_\_\_ HOURLY RATE: \$ \_\_\_\_\_  
COST PER CUBIC YARD PER HOUR: \$ \_\_\_\_\_

VEHICLE NO. 6: YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_  
Truck No. : \_\_\_\_\_ LICENCE PLATE NO.: \_\_\_\_\_ VEHICLE COLOR: \_\_\_\_\_  
TRUCK BODY I.D.: \_\_\_\_\_ "L X \_\_\_\_\_ "WX \_\_\_\_\_ " SIDE HEIGHT  
CU. YD. CAPACITY: \_\_\_\_\_ HOURLY RATE: \$ \_\_\_\_\_  
COST PER CUBIC YARD PER HOUR: \$ \_\_\_\_\_

Company Name James Enterprise

VEHICLE NO. 7: YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_  
Truck No. : LICENCE PLATE NO.: \_\_\_\_\_ VEHICLE COLOR: \_\_\_\_\_  
TRUCK BODY I.D.: \_\_\_\_\_ "L X \_\_\_\_\_ "WX \_\_\_\_\_" SIDE HEIGHT  
CU. YD. CAPACITY: \_\_\_\_\_ HOURLY RATE: \$ \_\_\_\_\_  
COST PER CUBIC YARD PER HOUR: \$ \_\_\_\_\_

VEHICLE NO. 8: YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_  
Truck No. : LICENCE PLATE NO.: \_\_\_\_\_ VEHICLE COLOR: \_\_\_\_\_  
TRUCK BODY I.D.: \_\_\_\_\_ "L X \_\_\_\_\_ "WX \_\_\_\_\_" SIDE HEIGHT  
CU. YD. CAPACITY: \_\_\_\_\_ HOURLY RATE: \$ \_\_\_\_\_  
COST PER CUBIC YARD PER HOUR: \$ \_\_\_\_\_

VEHICLE NO. 9: YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_  
Truck No. : LICENCE PLATE NO.: \_\_\_\_\_ VEHICLE COLOR: \_\_\_\_\_  
TRUCK BODY I.D.: \_\_\_\_\_ "L X \_\_\_\_\_ "WX \_\_\_\_\_" SIDE HEIGHT  
CU. YD. CAPACITY: \_\_\_\_\_ HOURLY RATE: \$ \_\_\_\_\_  
COST PER CUBIC YARD PER HOUR: \$ \_\_\_\_\_

VEHICLE NO. 10: YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_  
Truck No. : LICENCE PLATE NO.: \_\_\_\_\_ VEHICLE COLOR: \_\_\_\_\_  
TRUCK BODY I.D.: \_\_\_\_\_ "L X \_\_\_\_\_ "WX \_\_\_\_\_" SIDE HEIGHT  
CU. YD. CAPACITY: \_\_\_\_\_ HOURLY RATE: \$ \_\_\_\_\_  
COST PER CUBIC YARD PER HOUR: \$ \_\_\_\_\_

VEHICLE NO. 11: YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_  
Truck No. : LICENCE PLATE NO.: \_\_\_\_\_ VEHICLE COLOR: \_\_\_\_\_  
TRUCK BODY I.D.: \_\_\_\_\_ "L X \_\_\_\_\_ "WX \_\_\_\_\_" SIDE HEIGHT  
CU. YD. CAPACITY: \_\_\_\_\_ HOURLY RATE: \$ \_\_\_\_\_  
COST PER CUBIC YARD PER HOUR: \$ \_\_\_\_\_

VEHICLE NO. 13: YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_  
Truck No. : LICENCE PLATE NO.: \_\_\_\_\_ VEHICLE COLOR: \_\_\_\_\_  
TRUCK BODY I.D.: \_\_\_\_\_ "L X \_\_\_\_\_ "WX \_\_\_\_\_" SIDE HEIGHT  
CU. YD. CAPACITY: \_\_\_\_\_ HOURLY RATE: \$ \_\_\_\_\_  
COST PER CUBIC YARD PER HOUR: \$ \_\_\_\_\_

VEHICLE NO. 14: YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_  
Truck No. : LICENCE PLATE NO.: \_\_\_\_\_ VEHICLE COLOR: \_\_\_\_\_  
TRUCK BODY I.D.: \_\_\_\_\_ "L X \_\_\_\_\_ "WX \_\_\_\_\_" SIDE HEIGHT  
CU. YD. CAPACITY: \_\_\_\_\_ HOURLY RATE: \$ \_\_\_\_\_  
COST PER CUBIC YARD PER HOUR: \$ \_\_\_\_\_

VEHICLE NO. 15: YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_  
Truck No. : LICENCE PLATE NO.: \_\_\_\_\_ VEHICLE COLOR: \_\_\_\_\_  
TRUCK BODY I.D.: \_\_\_\_\_ "L X \_\_\_\_\_ "WX \_\_\_\_\_" SIDE HEIGHT  
CU. YD. CAPACITY: \_\_\_\_\_ HOURLY RATE: \$ \_\_\_\_\_  
COST PER CUBIC YARD PER HOUR: \$ \_\_\_\_\_

**BIDDER'S NOTE:** If additional vehicles are to be used for snow removal, submit an additional Bid Proposal.

BID SECURITY REQUIRED: Yes \_\_\_\_\_ No X \_\_\_\_\_

**DISASTER PLAN PARTICIPATION:** The City, in the event of an emergency or disaster, may call on my firm to participate in a disaster relief/cleanup plan. I understand, if I agree to participate, my insurance certificate must be valid for a 12 month period of time and not be restricted to just snow removal duties.

☐ Yes, I agree to participate in disaster/cleanup plan, if called upon.

☒ No, I do not wish to participate in the City's disaster/cleanup plan.

**INTER-LOCAL PURCHASING:** The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

☐ YES ☒ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 06-187**

James Enterprise

COMPANY NAME

7000 Whiterwater Lane

STREET ADDRESS or P.O. BOX

Lincoln, NE 68521

CITY, STATE ZIP CODE

402-432-6740 402-742-9113

TELEPHONE No. FAX No.

jamesenterprise@alltel.net

E-MAIL ADDRESS

James E. James Jr

BY (Signature)

James E. James Jr

(Print Name)

Owner

(Title)

6-27-06

(Date)

As per Contract

ESTIMATED DELIVERY DAYS

ASAP

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: **Bid**

The Intent to Award will be listed on the website when a recommendation is received from the Department.